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"LENDER agrees to release individual condominium units from the lien of LENDER'S mortgage as same are sold upon BORROWER'S payment to LENDER of an amount equal to Ninety Three percent (93%) of the gross sales price for each such unit to be released.

3. Use of Funds: The BORROWER has requested and the LENDER agrees that the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), may be transferred from the Contingency Reserve Catagory to the Construction Reserve Catagory of Exhibit "C" to offset increased costs of construction.

4. The BORROWER and LENDER further agree that in consideration for the LENDER agreeing to modify the original Loan Agreement and increase the amount of the loan to BORROWER, BORROWER shall pay the following fees and expenses in connection therewith: CONTINENTAL MORTGAGE INVESTORS the sum of NINETEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$19,500.00); SWANN & GLASS, attorneys fees, the sum of THREE THOUSAND AND No/100 DOLLARS (\$3,000.00).

5. Outstanding Indebtedness: The parties acknowledge that the outstanding principal balance as of February 1, 1974, is TWO MILLION SIX HUNDRED SIXTY ONE THOUSAND TWO HUNDRED SIXTY THREE DOLLARS AND SEVENTY TWO CENTS (\$2,661,263.72), with interest thereon due according to the terms of the Note from February 1, 1974. JERRY WOLMAN states that he has no claims or offsets against CONTINENTAL MORTGAGE INVESTORS in reference to the outstanding indebtedness.